#### IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA ASHEVILLE DIVISION

Microtech Knives, Inc.,	
Plaintiff,	Civil Action No.:
v.	COMPLAINT
Outdoors Online, LLC, Jon Janecek	
Defendants.	

Plaintiff Microtech Knives, Inc. (hereinafter "Microtech") respectfully files this

Complaint and alleges the following against Defendants Outdoors Online, LLC and Jon Janecek:

### **The Parties**

- 1. Microtech is a corporation formed under the laws of Pennsylvania with a principal place of business at 321 Fanning Fields Road, Mills River, North Carolina, 28759.
- 2. Upon information and belief, Defendant Outdoors Online, LLC is a corporation formed under the laws of Delaware with a principal place of business at 900 Old Roswell Lakes Pkwy, Suite 310, Roswell, Georgia, 30076.
- 3. Upon information and belief, Defendant Jon Janecek is a resident of Texas with an address of 2529 Lakepoint Drive, Keller, Texas, 76248-8406.

#### Jurisdiction

4. This action arises under the Trademark Laws of the United States, 15 U.S.C. Section 1051, *et seq.*, with subject matter jurisdiction based on 15 U.S.C. Sections 1121 and 1125 and 28 U.S.C. Sections 1331, 1332, 1338, and 1367, as hereinafter more fully appears.

- 5. Defendant Outdoors Online, LLC owns and operates the website www.Gunbroker.com.
- 6. Defendant Outdoors Online, LLC intends for the website Gunbroker.com to be readily accessible to customers nationwide, including in North Carolina.
- 7. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing at least fourteen different registered trademarks owned by Microtech.
- 8. Defendant Jon Janecek has sold through the website www.Gunbroker.com and delivered to Microtech clones of Microtech knives, in cloned Microtech packaging, with cloned Microtech product manuals, bearing at least twelve different registered trademarks owned by Microtech, as shown in the examples below.









#### Clones of Microtech's Knives Sold on Gunbroker.com

- 9. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek and others to advertise for sale on the website www.Gunbroker.com clones of Microtech knives bearing at least nineteen different registered trademarks owned by Microtech.
- 10. The purposefully directed internet activities to North Carolina and sales to Microtech of infringing and counterfeit Microtech knives by Defendants Outdoors Online, LLC and Jon Janecek, as more specifically alleged below, confer this Court with personal jurisdiction over Defendants pursuant to North Carolina Gen. Stat. Ann. Section 1-75.4.

#### First Cause of Action: Infringement and Counterfeiting of Trademark, U.S. Registration 2,294,307

- 11. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- Microtech has continuously sold knives under the trademark 12. least August 30, 1994.

- 13. Microtech's continuous use of the trademark has been substantially exclusive since August 30, 1994.
- 14. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark.
- 15. The trademark identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
- 16. Microtech is the owner of all rights, title, and interest in the trademark
- 17. On August 3, 1998, Microtech filed an application to register its rights in the trademark with the U.S. Patent and Trademark Office.
- 18. The U.S. Patent and Trademark Office examined the application to register the trademark and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 19. Microtech is the owner of all rights, title, and interest in U.S. Trademark

  Registration 2,294,307 for the trademark for use with sports cutlery, namely,
  survival knives, hunting knives, fishing knives, executive knives, collectible knives, one-handed
  opening knives, folding lockback knives, fixed blade knives and multi-purpose utility knives;
  knife sheaths and manually operated knife sharpeners, as shown in Exhibit 1, which is
  incorporated herein in its entirety.

- 20. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 2,294,307 constitutes prima facie evidence of the validity of the trademark
- Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 2,294,307 21. constitutes prima facie evidence of Microtech's ownership of the trademark
- 22. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 2,294,307 constitutes prima facie evidence of Microtech's exclusive right to use the trademark in commerce in connection with goods listed in the registration.
- U.S. Trademark Registration Number 2,294,307 for the trademark 23. for use with the goods listed in the registration, as shown in Exhibit 1, is incontestable pursuant to 15 U.S.C. Section 1065.
- 24. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark, as shown in the example below.

4/6/22, 2:01 PM Marfione Custom Hera Goddess Clone Microtech Automatic Knife - Automatic Knives at GunBroker.com : 925177593 « Home / All / Knives & Swords / Automatic Knives





The clones of Microtech knives bearing Microtech's trademark 25. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark

, as shown in the example below.



- 26. Defendant Jon Janecek has sold and distributed to Microtech clones of Microtech knives bearing Microtech's trademark
- 27. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark
- 28. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.

- 29. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
- 30. Microtech has not authorized Defendants to use Microtech's trademark MICROTECH
- Defendants intentionally incorporated Microtech's trademark 31. the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark
- 32. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark constitute infringement of Microtech's trademark in violation of 15 U.S.C. Section 1114 and the common law.
- 33. Defendant Outdoors Online, LLC contributes to infringement of Microtech's in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark
- 34. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark constitute counterfeiting of in violation of 15 U.S.C. Section 1114 and the common law.

- 35. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark.
- 36. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark.
- 37. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 38. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark in connection with knives.

# Second Cause of Action: Infringement and Counterfeiting of MICROTECH Trademark, <u>U.S. Registration 5,643,678</u>

- 39. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 40. Microtech has continuously sold knives under the trademark MICROTECH since at least December 30, 1994.
- 41. Microtech's continuous use of the trademark MICROTECH has been substantially exclusive since December 30, 1994.

- 42. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark MICROTECH.
- 43. The trademark MICROTECH identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
- 44. Microtech is the owner of all rights, title, and interest in the trademark MICROTECH.
- 45. On August 13, 2018, Microtech filed an application to register its rights in the trademark MICROTECH with the U.S. Patent and Trademark Office.
- 46. The U.S. Patent and Trademark Office examined the application to register the trademark MICROTECH and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 47. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 5,643,678 for the trademark MICROTECH for use with diving knives; fixed blade knives; folding knives; hunting knives; pocket knives; side arms, not including firearms, namely hunting knives; utility knives; and working knives, as shown in Exhibit 2, which is incorporated herein in its entirety.
- 48. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,643,678 constitutes prima facie evidence of the validity of the trademark MICROTECH.
- 49. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,643,678 constitutes prima facie evidence of Microtech's ownership of the trademark MICROTECH.

- 50. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,643,678 constitutes prima facie evidence of Microtech's exclusive right to use the trademark MICROTECH in commerce in connection with goods listed in the registration.
- 51. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing the trademark MICROTECH, as shown in the example below.

3/7/23, 4:45 PM Microtech Combat Troodon Clone OTF Automatic Knife Black Serrated Dagger - Automatic Knives at GunBroker.com : 973720221 « Home / All / Knives & Swords / Automatic Knives



52. The clones of Microtech knives bearing Microtech's trademark MICROTECH that Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark MICROTECH, as shown in the example below.



- 53. Defendant Jon Janecek has sold and distributed to Microtech clones of Microtech knives bearing Microtech's trademark MICROTECH.
- 54. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark MICROTECH.
- 55. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark MICROTECH are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 56. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark MICROTECH are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
- 57. Microtech has not authorized Defendants to use Microtech's trademark MICROTECH.
- 58. Defendants intentionally incorporated Microtech's trademark MICROTECH into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark MICROTECH.
- 59. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark MICROTECH constitute infringement of Microtech's trademark MICROTECH in violation of 15 U.S.C. Section 1114 and the common law.
- 60. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark MICROTECH in violation of 15 U.S.C. Section 1114 and the common law by

knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark MICROTECH.

- 61. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark MICROTECH constitute counterfeiting of Microtech's trademark MICROTECH in violation of 15 U.S.C. Section 1114 and the common law.
- 62. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark MICROTECH in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark MICROTECH.
- 63. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark MICROTECH.
- 64. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 65. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark MICROTECH in connection with knives.

### Third Cause of Action: Infringement and Counterfeiting of ULTRATECH Trademark, U.S. Registration 3,660,966

66. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.

- 67. Microtech has continuously sold knives under the trademark ULTRATECH since at least December 31, 2000.
- 68. Microtech's continuous use of the trademark ULTRATECH has been substantially exclusive since December 31, 2000.
- 69. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark ULTRATECH.
- 70. The trademark ULTRATECH identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
- 71. Microtech is the owner of all rights, title, and interest in the trademark ULTRATECH.
- 72. On June 19, 2006, Microtech filed an application to register its rights in the trademark ULTRATECH with the U.S. Patent and Trademark Office.
- 73. The U.S. Patent and Trademark Office examined the application to register the trademark ULTRATECH and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 74. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 3,660,966 for the trademark ULTRATECH for use with hand knives, military knives, survival knives, and side arms, namely, hand knives, as shown in Exhibit 3, which is incorporated herein in its entirety.
- 75. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,660,966 constitutes prima facie evidence of the validity of the trademark ULTRATECH.

- 76. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,660,966 constitutes prima facie evidence of Microtech's ownership of the trademark ULTRATECH.
- 77. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,660,966 constitutes prima facie evidence of Microtech's exclusive right to use the trademark ULTRATECH in commerce in connection with goods listed in the registration.
- 78. U.S. Trademark Registration Number 3,660,966 for the trademark ULTRATECH for use with the goods listed in the registration, as shown in Exhibit 3, is incontestable pursuant to 15 U.S.C. Section 1065.
- 79. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark ULTRATECH, as shown in the examples below.

ultratech clone For Sale - Buy ultratech clone at GunBroker.com

3/7/23, 6:21 PM

ultratech clone For Sale - Buy ultratech clone Online More + Results for ultratech clone Sort By + O Save this Search | 3 Items Found **#** Details **Ⅲ** Compact Filters 7 Microtech Ultratech Zombie Clone Hellhound Switchblade OTF Automatic Knife Microtech Apocalyptic Bounty Hunter Clone Troodon Ultratech Switchblade OTF \$54.95 \$59.95 Oty: 6 Item #:961234100 Oty: 1 Item #:974592086 \$7.95 Shipping 🖶 \$7.95 Shipping jon-tex <u>A+(2025)</u> jon-tex <u>A+(2025)</u>





80. The clones of Microtech knives bearing Microtech's trademark ULTRATECH that Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark ULTRATECH, as shown in the example below.





Defendant Jon Janecek has sold and distributed to Microtech clones of Microtech 81. knives bearing Microtech's trademark ULTRATECH.

- 82. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark ULTRATECH.
- 83. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark ULTRATECH are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 84. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark ULTRATECH are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
- 85. Microtech has not authorized Defendants to use Microtech's trademark ULTRATECH.
- 86. Defendants intentionally incorporated Microtech's trademark ULTRATECH into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark ULTRATECH.
- 87. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark ULTRATECH constitute infringement of Microtech's trademark ULTRATECH in violation of 15 U.S.C. Section 1114 and the common law.
- 88. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark ULTRATECH in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark ULTRATECH.

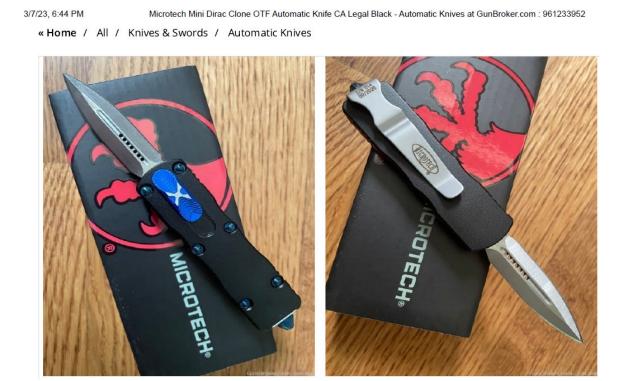
- 89. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark ULTRATECH constitute counterfeiting of Microtech's trademark ULTRATECH in violation of 15 U.S.C. Section 1114 and the common law.
- 90. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark ULTRATECH in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark ULTRATECH.
- 91. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark ULTRATECH.
- 92. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 93. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark ULTRATECH in connection with knives.

### Fourth Cause of Action: Infringement and Counterfeiting of DIRAC Trademark, U.S. Registration 5,762,603

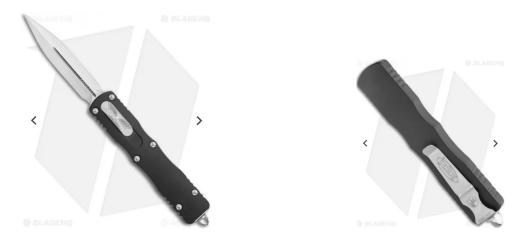
- 94. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 95. Microtech has continuously sold knives under the trademark DIRAC since at least October 10, 2018.

- 96. Microtech's continuous use of the trademark DIRAC has been substantially exclusive since October 10, 2018.
- 97. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark DIRAC.
- 98. The trademark DIRAC identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 99. Microtech is the owner of all rights, title, and interest in the trademark DIRAC.
- 100. On October 16, 2018, Microtech filed an application to register its rights in the trademark DIRAC with the U.S. Patent and Trademark Office.
- 101. The U.S. Patent and Trademark Office examined the application to register the trademark DIRAC and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 102. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 5,762,603 for the trademark DIRAC for use with sport knives, as shown in Exhibit 4, which is incorporated herein in its entirety.
- 103. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,762,603 constitutes prima facie evidence of the validity of the trademark DIRAC.
- 104. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,762,603 constitutes prima facie evidence of Microtech's ownership of the trademark DIRAC.
- Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,762,603 105. constitutes prima facie evidence of Microtech's exclusive right to use the trademark DIRAC in commerce in connection with goods listed in the registration.

Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark DIRAC, as shown in the example below.



107. The clones of Microtech knives bearing Microtech's trademark DIRAC that Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark DIRAC, as shown in the example below.



- 108. Defendant Jon Janecek has sold and distributed to Microtech a clone of a Microtech knife bearing Microtech's trademark DIRAC.
- 109. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark DIRAC.
- 110. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark DIRAC are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 111. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark DIRAC are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
  - 112. Microtech has not authorized Defendants to use Microtech's trademark DIRAC.
- 113. Defendants intentionally incorporated Microtech's trademark DIRAC into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark DIRAC.
- 114. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark DIRAC constitute infringement of Microtech's trademark DIRAC in violation of 15 U.S.C. Section 1114 and the common law.
- 115. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark DIRAC in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark DIRAC.

- 116. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark DIRAC constitute counterfeiting of Microtech's trademark DIRAC in violation of 15 U.S.C. Section 1114 and the common law.
- 117. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark DIRAC in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark DIRAC.
- 118. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark DIRAC.
- 119. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 120. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark DIRAC in connection with knives.

# Fifth Cause of Action: Infringement and Counterfeiting of TROODON Trademark, U.S. Registration 3,345,823

- 121. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 122. Microtech has continuously sold knives under the trademark TROODON since at least March 1, 2006.

- 123. Microtech's continuous use of the trademark TROODON has been substantially exclusive since March 1, 2006.
- 124. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark TROODON.
- 125. The trademark TROODON identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
- 126. Microtech is the owner of all rights, title, and interest in the trademark TROODON.
- 127. On March 9, 2006, Microtech filed an application to register its rights in the trademark TROODON with the U.S. Patent and Trademark Office.
- 128. The U.S. Patent and Trademark Office examined the application to register the trademark TROODON and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 129. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 3,345,823 for the trademark TROODON for use with military knives, survival knives, knives, and hand knives, as shown in Exhibit 5, which is incorporated herein in its entirety.
- 130. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,345,823 constitutes prima facie evidence of the validity of the trademark TROODON.
- Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,345,823 131. constitutes prima facie evidence of Microtech's ownership of the trademark TROODON.

- 132. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,345,823 constitutes prima facie evidence of Microtech's exclusive right to use the trademark TROODON in commerce in connection with goods listed in the registration.
- 133. U.S. Trademark Registration Number 3,345,823 for the trademark TROODON for use with the goods listed in the registration, as shown in Exhibit 5, is incontestable pursuant to 15 U.S.C. Section 1065.
- Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark TROODON, as shown in the example below.

3/7/23, 4:45 PM Microtech Combat Troodon Clone OTF Automatic Knife Black Serrated Dagger - Automatic Knives at GunBroker.com: 973720221 « Home / All / Knives & Swords / Automatic Knives



135. The clones of Microtech knives bearing Microtech's trademark TROODON that Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark TROODON, as shown in the example below.



- 136. Defendant Jon Janecek has sold and distributed to Microtech clones of Microtech knives bearing Microtech's trademark TROODON.
- 137. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark TROODON.
- 138. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark TROODON are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 139. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark TROODON are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
- 140. Microtech has not authorized Defendants to use Microtech's trademark TROODON.
- 141. Defendants intentionally incorporated Microtech's trademark TROODON into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark TROODON.

- 142. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark TROODON constitute infringement of Microtech's trademark TROODON in violation of 15 U.S.C. Section 1114 and the common law.
- 143. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark TROODON in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark TROODON.
- Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark TROODON constitute counterfeiting of Microtech's trademark TROODON in violation of 15 U.S.C. Section 1114 and the common law.
- 145. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark TROODON in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark TROODON.
- 146. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark TROODON.
- 147. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.

148. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark TROODON in connection with knives.

## Sixth Cause of Action: Infringement and Counterfeiting of APOCALYPTIC Trademark, U.S. Registration 5,997,192

- 149. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 150. Microtech has continuously sold knives under the trademark APOCALYPTIC since at least April 11, 2014.
- 151. Microtech's continuous use of the trademark APOCALYPTIC has been substantially exclusive since April 11, 2014.
- 152. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark APOCALYPTIC.
- 153. The trademark APOCALYPTIC identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
- 154. Microtech is the owner of all rights, title, and interest in the trademark APOCALYPTIC.
- 155. On August 21, 2019, Microtech filed an application to register its rights in the trademark APOCALYPTIC with the U.S. Patent and Trademark Office.
- 156. The U.S. Patent and Trademark Office examined the application to register the trademark APOCALYPTIC and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.

- Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 5,997,192 for the trademark APOCALYPTIC for use with pocket knives, as shown in Exhibit 6, which is incorporated herein in its entirety.
- 158. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,997,192 constitutes prima facie evidence of the validity of the trademark APOCALYPTIC.
- 159. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,997,192 constitutes prima facie evidence of Microtech's ownership of the trademark APOCALYPTIC.
- Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,997,192 160. constitutes prima facie evidence of Microtech's exclusive right to use the trademark APOCALYPTIC in commerce in connection with goods listed in the registration.
- 161. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark APOCALYPTIC, as shown in the example below.

Microtech Apocalyptic Bounty Hunter Clone Troodon Ultratech Switchblade OTF - Automatic Knives at GunBroker.com : 974592086

3/7/23, 9:00 AM

« Home / All / Knives & Swords / Automatic Knives AICROTECH:

162. The clones of Microtech knives bearing Microtech's trademark APOCALYPTIC that Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark APOCALYPTIC, as shown in the example below.



- 163. Defendant Jon Janecek sells and distributes clones of Microtech knives bearing Microtech's trademark APOCALYPTIC.
- Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark APOCALYPTIC.
- 165. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark APOCALYPTIC are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 166. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark APOCALYPTIC are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
- 167. Microtech has not authorized Defendants to use Microtech's trademark APOCALYPTIC.

- 168. Defendants intentionally incorporated Microtech's trademark APOCALYPTIC into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark APOCALYPTIC.
- 169. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark APOCALYPTIC constitute infringement of Microtech's trademark APOCALYPTIC in violation of 15 U.S.C. Section 1114 and the common law.
- 170. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark APOCALYPTIC in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark APOCALYPTIC.
- 171. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark APOCALYPTIC constitute counterfeiting of Microtech's trademark APOCALYPTIC in violation of 15 U.S.C. Section 1114 and the common law.
- 172. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark APOCALYPTIC in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark APOCALYPTIC.
- 173. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark APOCALYPTIC.

- 174. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 175. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark APOCALYPTIC in connection with knives.

## Seventh Cause of Action: Infringement and Counterfeiting of HELLHOUND Trademark, U.S. Registration 5,997,193

- 176. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 177. Microtech has continuously sold knives under the trademark HELLHOUND since at least December 9, 2016.
- 178. Microtech's continuous use of the trademark HELLHOUND has been substantially exclusive since December 9, 2016.
- 179. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark HELLHOUND.
- 180. The trademark HELLHOUND identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
- 181. Microtech is the owner of all rights, title, and interest in the trademark HELLHOUND.
- 182. On August 21, 2019, Microtech filed an application to register its rights in the trademark HELLHOUND with the U.S. Patent and Trademark Office.

- 183. The U.S. Patent and Trademark Office examined the application to register the trademark HELLHOUND and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 184. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 5,997,193 for the trademark HELLHOUND for use with pocket knives, as shown in Exhibit 7, which is incorporated herein in its entirety.
- 185. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,997,193 constitutes prima facie evidence of the validity of the trademark HELLHOUND.
- 186. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,997,193 constitutes prima facie evidence of Microtech's ownership of the trademark HELLHOUND.
- 187. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,997,193 constitutes prima facie evidence of Microtech's exclusive right to use the trademark HELLHOUND in commerce in connection with goods listed in the registration.
- Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com 188. clones of Microtech knives bearing Microtech's trademark HELLHOUND, as shown in the example below.

Microtech UTX-85 D/E Hellhound Ultratech Clone Switchblade OTF UTX85 - Automatic Knives at GunBroker.com : 92924728 « Home / All / Knives & Swords / Automatic Knives





189. The clones of Microtech knives bearing Microtech's trademark HELLHOUND that Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark HELLHOUND, as shown in the example below.



- 190. Defendant Jon Janecek has sold and distributed to Microtech a clone of a Microtech knife bearing Microtech's trademark HELLHOUND.
- 191. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HELLHOUND.
- 192. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HELLHOUND are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 193. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HELLHOUND are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
- Microtech has not authorized Defendants to use Microtech's trademark 194. HELLHOUND.

- 195. Defendants intentionally incorporated Microtech's trademark HELLHOUND into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark HELLHOUND.
- 196. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HELLHOUND constitute infringement of Microtech's trademark HELLHOUND in violation of 15 U.S.C. Section 1114 and the common law.
- Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark HELLHOUND in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HELLHOUND.
- 198. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HELLHOUND constitute counterfeiting of Microtech's trademark HELLHOUND in violation of 15 U.S.C. Section 1114 and the common law.
- 199. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark HELLHOUND in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HELLHOUND.
- 200. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark HELLHOUND.

- 201. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 202. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark HELLHOUND in connection with knives.

# Eighth Cause of Action: Infringement and Counterfeiting of Trademark, U.S. Registration 5,995,546

- 203. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 204. Microtech has continuously sold knives under the trademark since at least June 7, 2019.
- 205. Microtech's continuous use of the trademark has been substantially exclusive since June 7, 2019.
- 206. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark.
- 207. The trademark identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.



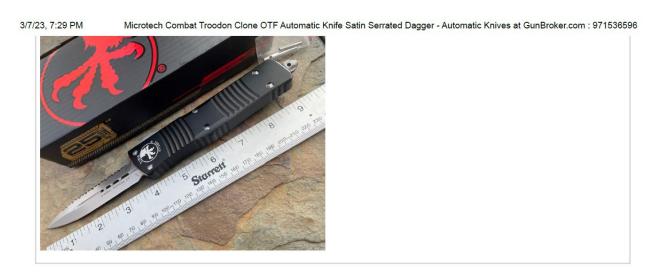
- Microtech is the owner of all rights, title, and interest in the trademark 208.
- 209. On July 30, 2019, Microtech filed an application to register its rights in the

with the U.S. Patent and Trademark Office. trademark

- 210. The U.S. Patent and Trademark Office examined the application to register the and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 211. Microtech is the owner of all rights, title, and interest in U.S. Trademark for use with fixed blade knives and folding Registration 5,995,546 for the trademark knives, as shown in Exhibit 8, which is incorporated herein in its entirety.
- Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,995,546 212. constitutes prima facie evidence of the validity of the trademark
- Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,995,546 213. constitutes prima facie evidence of Microtech's ownership of the trademark
- 214. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,995,546 constitutes prima facie evidence of Microtech's exclusive right to use the trademark in commerce in connection with goods listed in the registration.

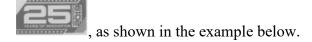
215. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com

, as shown in the example clones of Microtech knives bearing Microtech's trademark below.



Microtech Combat Troodon Clone OTF Automatic Knife Satin Serrated Dagger jon-tex A+(2025)

The clones of Microtech knives bearing Microtech's trademark 216. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark





- 217. Defendant Jon Janecek has sold and distributed to Microtech clones of Microtech knives bearing Microtech's trademark.
- 218. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark
- 219. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 220. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
- 221. Microtech has not authorized Defendants to use Microtech's trademark
- 222. Defendants intentionally incorporated Microtech's trademark into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark.

Defendant Jon Janecek's advertisements, sales, and distribution of clones of 223. Microtech knives bearing Microtech's trademark constitute infringement of in violation of 15 U.S.C. Section 1114 and the common law. Microtech's trademark

Defendant Outdoors Online, LLC contributes to infringement of Microtech's 224. in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark

225. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark in violation of 15 U.S.C. Section 1114 and the common law. Microtech's trademark

Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark

- 227. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark
- Defendants' infringement and counterfeiting as described above have directly and 228. proximately damaged Microtech by, inter alia, diverting customers from Microtech to

Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.

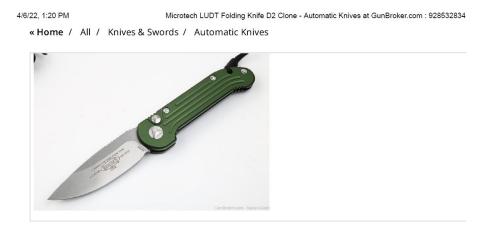
229. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark in connection with knives.

# Ninth Cause of Action: Infringement and Counterfeiting of L.U.D.T. Trademark, U.S. Registration 6,214,366

- 230. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 231. Microtech has continuously sold knives under the trademark L.U.D.T. since at least June 30, 1995.
- 232. Microtech's continuous use of the trademark L.U.D.T. has been substantially exclusive since June 30, 1995.
- 233. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark L.U.D.T.
- 234. The trademark L.U.D.T. identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 235. Microtech is the owner of all rights, title, and interest in the trademark L.U.D.T.
- 236. On October 23, 2019, Microtech filed an application to register its rights in the trademark L.U.D.T. with the U.S. Patent and Trademark Office.
- 237. The U.S. Patent and Trademark Office examined the application to register the trademark L.U.D.T. and determined that the trademark met all of the statutory requirements for

registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.

- 238. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 6,214,366 for the trademark L.U.D.T. for use with folding knives, as shown in Exhibit 9, which is incorporated herein in its entirety.
- 239. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,214,366 constitutes prima facie evidence of the validity of the trademark L.U.D.T.
- 240. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,214,366 constitutes prima facie evidence of Microtech's ownership of the trademark L.U.D.T.
- 241. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,214,366 constitutes prima facie evidence of Microtech's exclusive right to use the trademark L.U.D.T. in commerce in connection with goods listed in the registration.
- 242. Defendant Outdoors Online, LLC knowingly allows other companies to advertise for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark L.U.D.T., as shown in the example below.



Microtech LUDT Folding Knife D2 Clone

243. The clones of Microtech knives bearing Microtech's trademark L.U.D.T. that are advertised for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark L.U.D.T., as shown in the example below.



- 244. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark L.U.D.T. are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 245. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark L.U.D.T. are likely to cause confusion or mistake among consumers as to an affiliation between the seller and Microtech.
- 246. Microtech has not authorized Defendant Outdoors Online, LLC to use Microtech's trademark L.U.D.T.
- 247. Defendant Outdoors Online, LLC intentionally incorporated Microtech's trademark L.U.D.T. into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark L.U.D.T.

- 248. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark L.U.D.T. constitute infringement of Microtech's trademark L.U.D.T. in violation of 15 U.S.C. Section 1114 and the common law.
- Defendant Outdoors Online, LLC contributes to infringement of Microtech's 249. trademark L.U.D.T. in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark L.U.D.T.
- 250. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark L.U.D.T. constitute counterfeiting of Microtech's trademark L.U.D.T. in violation of 15 U.S.C. Section 1114 and the common law.
- 251. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark L.U.D.T. in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark L.U.D.T.
- 252. Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark L.U.D.T.
- 253. Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.

254. Microtech will continue to be damaged as a direct and proximate result of Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above unless and until Defendant Outdoors Online, LLC is enjoined from further depiction of the trademark L.U.D.T. in connection with knives.

## Tenth Cause of Action: Infringement and Counterfeiting of UTX-85 Trademark, U.S. Registration 6,406,260

- 255. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 256. Microtech has continuously sold knives under the trademark UTX-85 since at least December 31, 2015.
- 257. Microtech's continuous use of the trademark UTX-85 has been substantially exclusive since December 31, 2015.
- 258. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark UTX-85.
- 259. The trademark UTX-85 identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 260. Microtech is the owner of all rights, title, and interest in the trademark UTX-85.
- 261. On October 23, 2019, Microtech filed an application to register its rights in the trademark UTX-85 with the U.S. Patent and Trademark Office.
- 262. The U.S. Patent and Trademark Office examined the application to register the trademark UTX-85 and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.

- 263. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 6,406,260 for the trademark UTX-85 for use with pocket knives, as shown in Exhibit 10, which is incorporated herein in its entirety.
- 264. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,406,260 constitutes prima facie evidence of the validity of the trademark UTX-85.
- 265. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,406,260 constitutes prima facie evidence of Microtech's ownership of the trademark UTX-85.
- 266. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,406,260 constitutes prima facie evidence of Microtech's exclusive right to use the trademark UTX-85 in commerce in connection with goods listed in the registration.
- 267. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark UTX-85, as shown in the example below.



Microtech UTX-85 D/E Hellhound Ultratech Clone Switchblade OTF UTX85 jon-tex A+(1820)

268. The clones of Microtech knives bearing Microtech's trademark UTX-85 that Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark UTX-85, as shown in the example below.



- 269. Defendant Jon Janecek has sold and distributed to Microtech a clone of a Microtech knife bearing Microtech's trademark UTX-85.
- 270. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark UTX-85.
- Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark UTX-85 are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 272. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark UTX-85 are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.
  - 273. Microtech has not authorized Defendants to use Microtech's trademark UTX-85.

- 274. Defendants intentionally incorporated Microtech's trademark UTX-85 into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark UTX-85.
- 275. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark UTX-85 constitute infringement of Microtech's trademark UTX-85 in violation of 15 U.S.C. Section 1114 and the common law.
- 276. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark UTX-85 in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark UTX-85.
- 277. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark UTX-85 constitute counterfeiting of Microtech's trademark UTX-85 in violation of 15 U.S.C. Section 1114 and the common law.
- 278. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark UTX-85 in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark UTX-85.
- 279. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark UTX-85.
- 280. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue

from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.

281. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark UTX-85 in connection with knives.

# Eleventh Cause of Action: Infringement and Counterfeiting of HERA Trademark, U.S. Registration 6,557,898

- 282. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 283. Microtech has continuously sold knives under the trademark HERA since at least February 29, 2020.
- 284. Microtech's continuous use of the trademark HERA has been substantially exclusive since February 29, 2020.
- 285. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark HERA.
- 286. The trademark HERA identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 287. Microtech is the owner of all rights, title, and interest in the trademark HERA.
- 288. On May 5, 2020, Microtech filed an application to register its rights in the trademark HERA with the U.S. Patent and Trademark Office.
- 289. The U.S. Patent and Trademark Office examined the application to register the trademark HERA and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.

- 290. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 6,557,898 for the trademark HERA for use with pocket knives, as shown in Exhibit 11, which is incorporated herein in its entirety.
- 291. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,557,898 constitutes prima facie evidence of the validity of the trademark HERA.
- 292. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,557,898 constitutes prima facie evidence of Microtech's ownership of the trademark HERA.
- Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 6,557,898 293. constitutes prima facie evidence of Microtech's exclusive right to use the trademark HERA in commerce in connection with goods listed in the registration.
- 294. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HERA, as shown in the example below.

4/6/22, 2:01 PM Marfione Custom Hera Goddess Clone Microtech Automatic Knife - Automatic Knives at GunBroker.com : 925177593 « Home / All / Knives & Swords / Automatic Knives





295. The clones of Microtech knives bearing Microtech's trademark HERA that Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark HERA, as shown in the example below.



- 296. Defendant Jon Janecek sells and distributes clones of Microtech knives bearing Microtech's trademark HERA.
- 297. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HERA.
- 298. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HERA are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 299. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HERA are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.

- 300. Microtech has not authorized Defendants to use Microtech's trademark HERA.
- 301. Defendants intentionally incorporated Microtech's trademark HERA into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark HERA.
- 302. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HERA constitute infringement of Microtech's trademark HERA in violation of 15 U.S.C. Section 1114 and the common law.
- 303. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark HERA in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HERA.
- 304. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HERA constitute counterfeiting of Microtech's trademark HERA in violation of 15 U.S.C. Section 1114 and the common law.
- 305. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark HERA in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HERA.
- 306. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark HERA.
- 307. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue

from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.

308. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark HERA in connection with knives.

## Twelfth Cause of Action: Infringement and Counterfeiting of HALO Trademark, U.S. Registration 5,578,450

- Microtech incorporates by reference the preceding allegations as if repeated here 309. verbatim.
- 310. Microtech has continuously sold knives under the trademark HALO since at least November 10, 1995.
- 311. Microtech's continuous use of the trademark HALO has been substantially exclusive since November 10, 1995.
- 312. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark HALO.
- 313. The trademark HALO identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 314. Microtech is the owner of all rights, title, and interest in the trademark HALO.
- 315. On September 19, 2017, Microtech filed an application to register its rights in the trademark HALO with the U.S. Patent and Trademark Office.
- 316. The U.S. Patent and Trademark Office examined the application to register the trademark HALO and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.

- Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 5,578,450 for the trademark HALO for use with fixed blade knives, folding knives, pocket knives, and side arms, not including firearms, namely hunting knives, as shown in Exhibit 12, which is incorporated herein in its entirety.
- 318. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,578,450 constitutes prima facie evidence of the validity of the trademark HALO.
- 319. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,578,450 constitutes prima facie evidence of Microtech's ownership of the trademark HALO.
- 320. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,578,450 constitutes prima facie evidence of Microtech's exclusive right to use the trademark HALO in commerce in connection with goods listed in the registration.
- 321. Defendant Outdoors Online, LLC knowingly allows other companies to advertise for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HALO, as shown in the examples below.

4/6/22, 11:55 AM Microtech - Mini Halo Tail Jumpers Clone - Automatic Knives at GunBroker.com: 924569789 « Home / All / Knives & Swords / Automatic Knives







The clones of Microtech knives bearing Microtech's trademark HALO that are 322. advertised for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark HALO, as shown in the example below.



- 323. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HALO are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 324. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HALO are likely to cause confusion or mistake among consumers as to an affiliation between the seller and Microtech.
- 325. Microtech has not authorized Defendant Outdoors Online, LLC to use Microtech's trademark HALO.
- 326. Defendant Outdoors Online, LLC intentionally incorporated Microtech's trademark HALO into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark HALO.
- 327. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HALO constitute infringement of Microtech's trademark HALO in violation of 15 U.S.C. Section 1114 and the common law.

- Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark HALO in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HALO.
- 329. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark HALO constitute counterfeiting of Microtech's trademark HALO in violation of 15 U.S.C. Section 1114 and the common law.
- Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark HALO in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark HALO.
- 331. Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark HALO.
- 332. Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 333. Microtech will continue to be damaged as a direct and proximate result of Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above unless and until Defendant Outdoors Online, LLC is enjoined from further depiction of the trademark HALO in connection with knives.



#### Thirteenth Cause of Action: Infringement and Counterfeiting of Trademark, U.S. Registration 5,389,520

- 334. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- Microtech has continuously sold knives under the trademark 335. October 18, 2015.



- Microtech's continuous use of the trademark has been substantially exclusive 336. since October 18, 2015.
  - 337. Wholesale and retail customers identify and associate Microtech as the source of



knives sold under the trademark



The trademark identifies quality knives, is recognized by the consuming 338. public, and generates significant goodwill that inures to Microtech.



- Microtech is the owner of all rights, title, and interest in the trademark 339.
- On December 20, 2016, Microtech filed an application to register its rights in the 340.



with the U.S. Patent and Trademark Office.

- The U.S. Patent and Trademark Office examined the application to register the
- and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
  - 342. Microtech is the owner of all rights, title, and interest in U.S. Trademark

Registration 5,389,520 for the trademark value for use with diving knives, fixed blade knives. folding knives, hunting knives, pocket knives, side arms, not including firearms, namely, hunting knives, and sport knives, as shown in Exhibit 13, which is incorporated herein in its entirety.

- Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,389,520 343.
- constitutes prima facie evidence of the validity of the trademark
  - Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,389,520 344.
- constitutes prima facie evidence of Microtech's ownership of the trademark
  - Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,389,520 345.
- constitutes prima facie evidence of Microtech's exclusive right to use the trademark commerce in connection with goods listed in the registration.
- U.S. Trademark Registration Number 5,389,520 for the trademark 346. with the goods listed in the registration, as shown in Exhibit 13, is incontestable pursuant to 15 U.S.C. Section 1065.

### Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com



clones of Microtech knives bearing Microtech's trademark  $\sqrt[n]{}$ , as shown in the example below.

3/8/23, 10:49 AM Microtech Combat Troodon Clone OTF Automatic Knife Marfione Black on Black - Automatic Knives at GunBroker.com : 956660766 « Home / All / Knives & Swords / Automatic Knives



The clones of Microtech knives bearing Microtech's trademark 348.

Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially



identical in appearance to the knives that Microtech sells under Microtech's trademark  $\forall$ , as shown in the example below.



349. Defendant Jon Janecek has sold and distributed to Microtech a clone of a



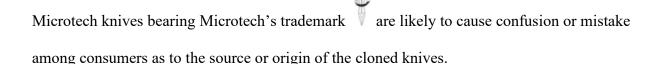
Microtech knife bearing Microtech's trademark

350. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing



Microtech's trademark

351. Defendant Jon Janecek's advertisements, sales, and distribution of clones of



352. Defendant Jon Janecek's advertisements, sales, and distribution of clones of

Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.



353. Microtech has not authorized Defendants to use Microtech's trademark



Defendants intentionally incorporated Microtech's trademark | into the website 354. www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a



quality provider of knives under Microtech's trademark

Defendant Jon Janecek's advertisements, sales, and distribution of clones of 355.



Microtech knives bearing Microtech's trademark constitute infringement of Microtech's



trademark violation of 15 U.S.C. Section 1114 and the common law.

356. Defendant Outdoors Online, LLC contributes to infringement of Microtech's



in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com



clones of Microtech knives bearing Microtech's trademark

Defendant Jon Janecek's advertisements, sales, and distribution of clones of 357.



Microtech knives bearing Microtech's trademark constitute counterfeiting of Microtech's



in violation of 15 U.S.C. Section 1114 and the common law.

- Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's
- in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com



clones of Microtech knives bearing Microtech's trademark

359. Defendants' infringement and counterfeiting as described above were intentional



and with knowledge of Microtech's ownership of the trademark

- 360. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 361. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are

enjoined from further depiction of the trademark in connection with knives.

## Fourteenth Cause of Action: Infringement and Counterfeiting of Registration 5,208,790

Trademark, U.S.

Microtech incorporates by reference the preceding allegations as if repeated here 362. verbatim.

- 363. Microtech has continuously sold knives under the trademark since at least June 6, 2000.
- 364. Microtech's continuous use of the trademark has been substantially exclusive since June 6, 2000.
- 365. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark .
- 366. The trademark identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 367. Microtech is the owner of all rights, title, and interest in the trademark
- 368. On October 10, 2016, Microtech filed an application to register its rights in the trademark with the U.S. Patent and Trademark Office.
- 369. The U.S. Patent and Trademark Office examined the application to register the trademark and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 370. Microtech is the owner of all rights, title, and interest in U.S. Trademark

  Registration 5,208,790 for the trademark for use with knives, carving knives, diving

knives, fishing knives, folding knives, hunting knives, kitchen knives, pen knives, pocket knives, side arms, not including firearms, namely, hunting knives, sport knives, and working knives, as shown in Exhibit 14, which is incorporated herein in its entirety.

- 371. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,208,790 constitutes prima facie evidence of the validity of the trademark .
- 372. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,208,790 constitutes prima facie evidence of Microtech's ownership of the trademark .
- 373. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,208,790 constitutes prima facie evidence of Microtech's exclusive right to use the trademark in commerce in connection with goods listed in the registration.
- 374. U.S. Trademark Registration Number 5,208,790 for the trademark for use with the goods listed in the registration, as shown in Exhibit 14, is incontestable pursuant to 15 U.S.C. Section 1065.
- 375. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark , as shown in the example below.



376. The clones of Microtech knives bearing Microtech's trademark that

Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially

identical in appearance to the knives that Microtech sells under Microtech's trademark as shown in the example below.





377. Defendant Jon Janecek has sold and distributed to Microtech a clone of a

Microtech knife bearing Microtech's trademark

378. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark

379. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.

Defendant Jon Janecek's advertisements, sales, and distribution of clones of 380. Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.

381. Microtech has not authorized Defendants to use Microtech's trademark

- 382. Defendants intentionally incorporated Microtech's trademark into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark .
- 383. Defendant Jon Janecek's advertisements, sales, and distribution of clones of

  Microtech knives bearing Microtech's trademark constitute infringement of Microtech's

  trademark in violation of 15 U.S.C. Section 1114 and the common law.
- 384. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark .
- 385. Defendant Jon Janecek's advertisements, sales, and distribution of clones of

  Microtech knives bearing Microtech's trademark constitute counterfeiting of

  Microtech's trademark in violation of 15 U.S.C. Section 1114 and the common law.
- 386. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark in violation of 15 U.S.C. Section 1114 and the common law by knowingly

allowing Defendant Jon Janecek and others to advertise and sell through the website

www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark

.

- 387. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark .
- 388. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 389. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark in connection with knives.

# Fifteenth Cause of Action: Infringement and Counterfeiting of Trademark, U.S. Registration 5,145,719

- 390. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 391. Microtech has continuously sold knives under the trademark since at least December 30, 1994.

- Microtech's continuous use of the trademark 392. exclusive since December 30, 1994.
- Wholesale and retail customers identify and associate Microtech as the source of 393. knives sold under the trademark
- identifies quality knives, is recognized by the consuming 394. public, and generates significant goodwill that inures to Microtech.
  - Microtech is the owner of all rights, title, and interest in the trademark 395.
  - 396. On July 1, 2016, Microtech filed an application to register its rights in the
- with the U.S. Patent and Trademark Office.
- The U.S. Patent and Trademark Office examined the application to register the and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
  - 398. Microtech is the owner of all rights, title, and interest in U.S. Trademark

for use with diving knives, fixed blade knives, Registration 5,145,719 for the trademark hunting knives, kitchen knives, pocket knives, sport knives, and working knives, as shown in Exhibit 15, which is incorporated herein in its entirety.

399. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,145,719

constitutes prima facie evidence of the validity of the trademark

commerce in connection with goods listed in the registration.

U.S.C. Section 1065.



400. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,145,719

constitutes prima facie evidence of Microtech's ownership of the trademark



401. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,145,719

constitutes prima facie evidence of Microtech's exclusive right to use the trademark



402. U.S. Trademark Registration Number 5,145,719 for the trademark for use with the goods listed in the registration, as shown in Exhibit 15, is incontestable pursuant to 15

403. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark, as shown in the example below.



The clones of Microtech knives bearing Microtech's trademark 404. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially

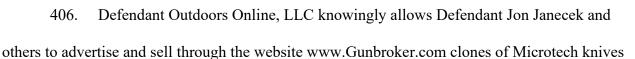
identical in appearance to the knives that Microtech sells under Microtech's trademark as shown in the example below.





Defendant Jon Janecek has sold and distributed to Microtech clones of Microtech 405.

knives bearing Microtech's trademark



bearing Microtech's trademark

Defendant Jon Janecek's advertisements, sales, and distribution of clones of 407.

are likely to cause confusion or mistake Microtech knives bearing Microtech's trademark among consumers as to the source or origin of the cloned knives.

408. Defendant Jon Janecek's advertisements, sales, and distribution of clones of

are likely to cause confusion or mistake Microtech knives bearing Microtech's trademark among consumers as to an affiliation between Defendant Jon Janecek and Microtech.

Microtech has not authorized Defendants to use Microtech's trademark 409.

- Defendants intentionally incorporated Microtech's trademark 410. website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark
- Defendant Jon Janecek's advertisements, sales, and distribution of clones of 411. constitute infringement of Microtech's Microtech knives bearing Microtech's trademark in violation of 15 U.S.C. Section 1114 and the common law.
- Defendant Outdoors Online, LLC contributes to infringement of Microtech's in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark
- 413. Defendant Jon Janecek's advertisements, sales, and distribution of clones of constitute counterfeiting of Microtech's Microtech knives bearing Microtech's trademark in violation of 15 U.S.C. Section 1114 and the common law.
- 414. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's in violation of 15 U.S.C. Section 1114 and the common law by knowingly

allowing Defendant Jon Janecek and others to advertise and sell through the website

www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark



- Defendants' infringement and counterfeiting as described above were intentional 415. and with knowledge of Microtech's ownership of the trademark
- 416. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 417. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are

enjoined from further depiction of the trademark

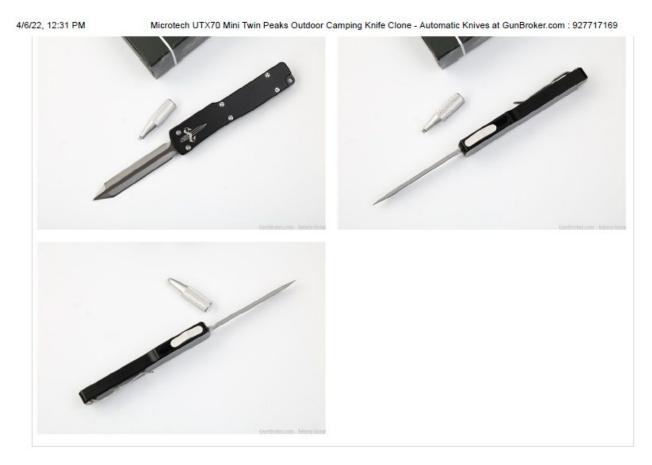


# Sixteenth Cause of Action: Infringement and Counterfeiting of UTX-70 Trademark, U.S. Registration 4,936,463

- Microtech incorporates by reference the preceding allegations as if repeated here 418. verbatim.
- Microtech has continuously sold knives under the trademark UTX-70 since at least June 6, 2002.
- 420. Microtech's continuous use of the trademark UTX-70 has been substantially exclusive since June 6, 2002.
- 421. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark UTX-70.

- 422. The trademark UTX-70 identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 423. Microtech is the owner of all rights, title, and interest in the trademark UTX-70.
- 424. On September 2, 2015, Microtech filed an application to register its rights in the trademark UTX-70 with the U.S. Patent and Trademark Office.
- 425. The U.S. Patent and Trademark Office examined the application to register the trademark UTX-70 and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 426. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 4,936,463 for the trademark UTX-70 for use with knives, pocket knives, side arms, not including firearms, namely hunting knives, sport knives, utility knives, and working knives, as shown in Exhibit 16, which is incorporated herein in its entirety.
- 427. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 4,936,463 constitutes prima facie evidence of the validity of the trademark UTX-70.
- 428. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 4,936,463 constitutes prima facie evidence of Microtech's ownership of the trademark UTX-70.
- 429. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 4,936,463 constitutes prima facie evidence of Microtech's exclusive right to use the trademark UTX-70 in commerce in connection with goods listed in the registration.
- 430. U.S. Trademark Registration Number 4,936,463 for the trademark UTX-70 for use with the goods listed in the registration, as shown in Exhibit 16, is incontestable pursuant to 15 U.S.C. Section 1065.

Defendant Outdoors Online, LLC knowingly allows other companies to advertise for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark UTX-70, as shown in the example below.



### Microtech UTX70 Mini Twin Peaks Outdoor Camping Knife Clone

432. The clones of Microtech knives bearing Microtech's trademark UTX-70 that are advertised for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark UTX-70, as shown in the example below.



- 433. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark UTX-70 are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 434. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark UTX-70 are likely to cause confusion or mistake among consumers as to an affiliation between the seller and Microtech.
- Microtech has not authorized Defendant Outdoors Online, LLC to use Microtech's trademark UTX-70.
- Defendant Outdoors Online, LLC intentionally incorporated Microtech's trademark UTX-70 into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark UTX-70.
- The advertisements, sales, and distribution of clones of Microtech knives bearing 437. Microtech's trademark UTX-70 constitute infringement of Microtech's trademark UTX-70 in violation of 15 U.S.C. Section 1114 and the common law.
- 438. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark UTX-70 in violation of 15 U.S.C. Section 1114 and the common law by knowingly

allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark UTX-70.

- 439. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark UTX-70 constitute counterfeiting of Microtech's trademark UTX-70 in violation of 15 U.S.C. Section 1114 and the common law.
- 440. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark UTX-70 in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark UTX-70.
- Defendant Outdoors Online, LLC's contributory infringement and counterfeiting 441. as described above were intentional and with knowledge of Microtech's ownership of the trademark UTX-70.
- Defendant Outdoors Online, LLC's contributory infringement and counterfeiting 442. as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 443. Microtech will continue to be damaged as a direct and proximate result of Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above unless and until Defendant Outdoors Online, LLC is enjoined from further depiction of the trademark UTX-70 in connection with knives.



## Seventeenth Cause of Action: Infringement and Counterfeiting of Registration 3,211,123

Trademark, U.S.

444. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.



Microtech has continuously sold knives under the trademark 445.

December 31, 1996.



- has been substantially exclusive Microtech's continuous use of the trademark 446. since December 31, 1996.
  - 447. Wholesale and retail customers identify and associate Microtech as the source of



knives sold under the trademark



The trademark identifies quality knives, is recognized by the consuming 448. public, and generates significant goodwill that inures to Microtech.



Microtech is the owner of all rights, title, and interest in the trademark 449.

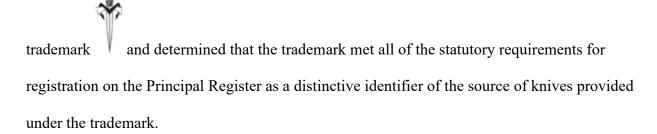
On April 18, 2006, Microtech filed an application to register its rights in the



trademark

with the U.S. Patent and Trademark Office.

451. The U.S. Patent and Trademark Office examined the application to register the



452. Microtech is the owner of all rights, title, and interest in U.S. Trademark



Registration 3,211,123 for the trademark for use with hand knives, fixed blade hand knives,

and side arms namely hand knives, as shown in Exhibit 17, which is incorporated herein in its

entirety.

Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,211,123 453.



constitutes prima facie evidence of the validity of the trademark

Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,211,123 454.



constitutes prima facie evidence of Microtech's ownership of the trademark

455. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,211,123



constitutes prima facie evidence of Microtech's exclusive right to use the trademark commerce in connection with goods listed in the registration.

- U.S. Trademark Registration Number 3,211,123 for the trademark 456. with the goods listed in the registration, as shown in Exhibit 17, is incontestable pursuant to 15 U.S.C. Section 1065.
  - 457. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com

clones of Microtech knives bearing Microtech's trademark , as shown in the example below.

3/8/23, 11:41 AM Microtech Combat Troodon Clone OTF Hellhound Automatic Knife (3.8" Satin) - Automatic Knives at GunBroker.com: 953648106

Microtech Combat Troodon Clone OTF Hellhound Automatic Knife (3.8" Satin) jon-tex A+(2025)



The clones of Microtech knives bearing Microtech's trademark 458.

Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially

identical in appearance to the knives that Microtech sells under Microtech's trademark shown in the example below.



Defendant Jon Janecek has sold and distributed to Microtech a clone of a 459.



Microtech knife bearing Microtech's trademark

Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek and others to advertise and sell through the website www.Gunbroker.com clones of Microtech knives



bearing Microtech's trademark

Defendant Jon Janecek's advertisements, sales, and distribution of clones of 461.



Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.

462. Defendant Jon Janecek's advertisements, sales, and distribution of clones of



Microtech knives bearing Microtech's trademark are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.



Microtech has not authorized Defendants to use Microtech's trademark 463.



Defendants intentionally incorporated Microtech's trademark 464. website www.Gunbroker.com to benefit from the excellent reputation Microtech has established



as a quality provider of knives under Microtech's trademark

465. Defendant Jon Janecek's advertisements, sales, and distribution of clones of



Microtech knives bearing Microtech's trademark

constitute infringement of Microtech's



in violation of 15 U.S.C. Section 1114 and the common law.

466. Defendant Outdoors Online, LLC contributes to infringement of Microtech's



in violation of 15 U.S.C. Section 1114 and the common law by knowingly

allowing Defendant Jon Janecek and others to advertise and sell through the website



www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark

467. Defendant Jon Janecek's advertisements, sales, and distribution of clones of



Microtech knives bearing Microtech's trademark constitute counterfeiting of Microtech's



trademark

in violation of 15 U.S.C. Section 1114 and the common law.

Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's



in violation of 15 U.S.C. Section 1114 and the common law by knowingly

allowing Defendant Jon Janecek and others to advertise and sell through the website



www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark

469. Defendants' infringement and counterfeiting as described above were intentional



and with knowledge of Microtech's ownership of the trademark

- 470. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 471. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are



enjoined from further depiction of the trademark in connection with knives.

### Eighteenth Cause of Action: Infringement and Counterfeiting of SCARAB Trademark, **U.S. Registration 3,043,917**

- 472. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 473. Microtech has continuously sold knives under the trademark SCARAB since at least June 1, 2001.
- Microtech's continuous use of the trademark SCARAB has been substantially exclusive since June 1, 2001.

- 475. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark SCARAB.
- 476. The trademark SCARAB identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 477. Microtech is the owner of all rights, title, and interest in the trademark SCARAB.
- 478. On October 12, 2004, Microtech filed an application to register its rights in the trademark SCARAB with the U.S. Patent and Trademark Office.
- The U.S. Patent and Trademark Office examined the application to register the trademark SCARAB and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 480. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 3,043,917 for the trademark SCARAB for use with cutlery, as shown in Exhibit 18, which is incorporated herein in its entirety.
- 481. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,043,917 constitutes prima facie evidence of the validity of the trademark SCARAB.
- 482. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,043,917 constitutes prima facie evidence of Microtech's ownership of the trademark SCARAB.
- 483. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 3,043,917 constitutes prima facie evidence of Microtech's exclusive right to use the trademark SCARAB in commerce in connection with goods listed in the registration.

- U.S. Trademark Registration Number 3,043,917 for the trademark SCARAB for use with the goods listed in the registration, as shown in Exhibit 18, is incontestable pursuant to 15 U.S.C. Section 1065.
- 485. Defendant Outdoors Online, LLC knowingly allows other companies to advertise for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark SCARAB, as shown in the example below.

2/13/23, 2:29 PM Microtech Scarab 3.25" Dagger Clone w/ Case, and Box NOS - Automatic Knives at GunBroker.com: 962622322 « Home / All / Knives & Swords / Automatic Knives





486. The clones of Microtech knives bearing Microtech's trademark SCARAB that are advertised for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark SCARAB, as shown in the example below.



- The advertisements, sales, and distribution of clones of Microtech knives bearing 487. Microtech's trademark SCARAB are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 488. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark SCARAB are likely to cause confusion or mistake among consumers as to an affiliation between the seller and Microtech.
- 489. Microtech has not authorized Defendant Outdoors Online, LLC to use Microtech's trademark SCARAB.
- 490. Defendant Outdoors Online, LLC intentionally incorporated Microtech's trademark SCARAB into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark SCARAB.
- 491. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark SCARAB constitute infringement of Microtech's trademark SCARAB in violation of 15 U.S.C. Section 1114 and the common law.

- 492. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark SCARAB in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark SCARAB.
- 493. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark SCARAB constitute counterfeiting of Microtech's trademark SCARAB in violation of 15 U.S.C. Section 1114 and the common law.
- Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark SCARAB in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark SCARAB.
- 495. Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark SCARAB.
- 496. Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.
- 497. Microtech will continue to be damaged as a direct and proximate result of Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above unless and until Defendant Outdoors Online, LLC is enjoined from further depiction of the trademark SCARAB in connection with knives.

# Nineteenth Cause of Action: Infringement and Counterfeiting of CYPHER Trademark, <u>U.S. Registration 5,370,205</u>

- 498. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 499. Microtech has continuously sold knives under the trademark CYPHER since at least September 6, 2016.
- 500. Microtech's continuous use of the trademark CYPHER has been substantially exclusive since September 6, 2016.
- 501. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark CYPHER.
- 502. The trademark CYPHER identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 503. Microtech is the owner of all rights, title, and interest in the trademark CYPHER.
- 504. On August 3, 2017, Microtech filed an application to register its rights in the trademark CYPHER with the U.S. Patent and Trademark Office.
- 505. The U.S. Patent and Trademark Office examined the application to register the trademark CYPHER and determined that the trademark met all of the statutory requirements for registration on the Principal Register as a distinctive identifier of the source of knives provided under the trademark.
- 506. Microtech is the owner of all rights, title, and interest in U.S. Trademark Registration 5,370,205 for the trademark CYPHER for use with fixed blade knives, folding knives, pocket knives, side arms, not including firearms, namely hunting knives, and sport knives, as shown in Exhibit 19, which is incorporated herein in its entirety.

- 507. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,370,205 constitutes prima facie evidence of the validity of the trademark CYPHER.
- 508. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,370,205 constitutes prima facie evidence of Microtech's ownership of the trademark CYPHER.
- 509. Pursuant to 15 U.S.C. § 1057(b), U.S. Trademark Registration 5,370,205 constitutes prima facie evidence of Microtech's exclusive right to use the trademark CYPHER in commerce in connection with goods listed in the registration.
- 510. U.S. Trademark Registration Number 5,370,205 for the trademark CYPHER for use with the goods listed in the registration, as shown in Exhibit 19, is incontestable pursuant to 15 U.S.C. Section 1065.
- 511. Defendant Outdoors Online, LLC knowingly allows other companies to advertise for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark CYPHER, as shown in the example below.



I have a Vespa made cypher clone off .This is a high end OTF made with premium materials .This has a m390 tanto blade with carbon fiber inlay and 7075 cnc aluminum handles and tc4 titanium switch along with titanium 3d milled pocket clip .This is about the same specs as the microtech cypher series ,.Vespa uses verified m390 steel .Thr you tuber LUV THEM KNIVES had tested Vespa knives and ther were verified real m390

512. The clones of Microtech knives bearing Microtech's trademark CYPHER that are advertised for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark CYPHER, as shown in the example below.



- 513. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark CYPHER are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 514. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark CYPHER are likely to cause confusion or mistake among consumers as to an affiliation between the seller and Microtech.
- 515. Microtech has not authorized Defendant Outdoors Online, LLC to use Microtech's trademark CYPHER.
- 516. Defendant Outdoors Online, LLC intentionally incorporated Microtech's trademark CYPHER into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark CYPHER.

- 517. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark CYPHER constitute infringement of Microtech's trademark CYPHER in violation of 15 U.S.C. Section 1114 and the common law.
- Defendant Outdoors Online, LLC contributes to infringement of Microtech's 518. trademark CYPHER in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark CYPHER.
- 519. The advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark CYPHER constitute counterfeiting of Microtech's trademark CYPHER in violation of 15 U.S.C. Section 1114 and the common law.
- 520. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark CYPHER in violation of 15 U.S.C. Section 1114 and the common law by knowingly allowing other companies to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark CYPHER.
- Defendant Outdoors Online, LLC's contributory infringement and counterfeiting 521. as described above were intentional and with knowledge of Microtech's ownership of the trademark CYPHER.
- 522. Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above have directly and proximately damaged Microtech by, inter alia, diverting customers from Microtech to Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.

523. Microtech will continue to be damaged as a direct and proximate result of Defendant Outdoors Online, LLC's contributory infringement and counterfeiting as described above unless and until Defendant Outdoors Online, LLC is enjoined from further depiction of the trademark CYPHER in connection with knives.

#### Twentieth Cause of Action: Infringement and Counterfeiting of GLYKON Trademark

- 524. Microtech incorporates by reference the preceding allegations as if repeated here verbatim.
- 525. Microtech has continuously sold knives under the trademark GLYKON since at least June 15, 2022.
- 526. Microtech's continuous use of the trademark GLYKON has been substantially exclusive since June 15, 2022.
- 527. Wholesale and retail customers identify and associate Microtech as the source of knives sold under the trademark GLYKON.
- 528. The trademark GLYKON identifies quality knives, is recognized by the consuming public, and generates significant goodwill that inures to Microtech.
  - 529. Microtech is the owner of all rights, title, and interest in the trademark GLYKON.
- 530. On June 6, 2022, Microtech filed an application to register its rights in the trademark GLYKON for pocket knives with the U.S. Patent and Trademark Office.
- 531. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark GLYKON, as shown in the example below.

« Home / All / Knives & Swords / Automatic Knives



3/8/23, 1:57 PM Microtech Glykon D/E Clone OTF Automatic Knife Switchblade - Automatic Knives at GunBroker.com : 974353225



Microtech Glykon D/E Clone OTF Automatic Knife Switchblade jon-tex A+(2025)

The clones of Microtech knives bearing Microtech's trademark GLYKON that 532. Defendant Jon Janecek advertises for sale on the website www.Gunbroker.com are substantially identical in appearance to the knives that Microtech sells under Microtech's trademark GLYKON, as shown in the example below.

# Microtech Glykon D/E OTF Automatic Knife Black Aluminum + Ti (3.75" Stonewash)



- 533. Defendant Jon Janecek sells and distributes clones of Microtech knives bearing Microtech's trademark GLYKON.
- 534. Defendant Outdoors Online, LLC knowingly allows Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark GLYKON.
- 535. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark GLYKON are likely to cause confusion or mistake among consumers as to the source or origin of the cloned knives.
- 536. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark GLYKON are likely to cause confusion or mistake among consumers as to an affiliation between Defendant Jon Janecek and Microtech.

- 537. Microtech has not authorized Defendants to use Microtech's trademark GLYKON.
- 538. Defendants intentionally incorporated Microtech's trademark GLYKON into the website www.Gunbroker.com to benefit from the excellent reputation Microtech has established as a quality provider of knives under Microtech's trademark GLYKON.
- 539. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark GLYKON constitute infringement of Microtech's trademark HERA in violation of the common law.
- 540. Defendant Outdoors Online, LLC contributes to infringement of Microtech's trademark GLYKON in violation of the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark GLYKON.
- 541. Defendant Jon Janecek's advertisements, sales, and distribution of clones of Microtech knives bearing Microtech's trademark GLYKON constitute counterfeiting of Microtech's trademark GLYKON in violation of the common law.
- 542. Defendant Outdoors Online, LLC contributes to counterfeiting of Microtech's trademark GLYKON in violation of the common law by knowingly allowing Defendant Jon Janecek to advertise and sell through the website www.Gunbroker.com clones of Microtech knives bearing Microtech's trademark GLYKON.
- 543. Defendants' infringement and counterfeiting as described above were intentional and with knowledge of Microtech's ownership of the trademark GLYKON.
- 544. Defendants' infringement and counterfeiting as described above have directly and proximately damaged Microtech by, *inter alia*, diverting customers from Microtech to

Defendants, damaging Microtech's reputation as a quality provider of knives, diverting revenue from Microtech, and confusing members of the public as to an affiliation between Microtech and Defendants.

545. Microtech will continue to be damaged as a direct and proximate result of Defendants' infringement and counterfeiting as described above unless and until Defendants are enjoined from further depiction of the trademark GLYKON in connection with knives.

### **Request for Relief**

Wherefore, Plaintiff Microtech Knives, Inc. respectfully requests the entry of judgment against Defendants Outdoors Online, LLC and Jon Janecek providing the following relief:

- (A) finding that Defendants Outdoors Online, LLC and Jon Janecek have infringed the asserted trademarks under 15 U.S.C. Section 1114 and the common law;
- (B) finding that Defendants Outdoors Online, LLC and Jon Janecek have counterfeited the asserted trademarks under 15 U.S.C. Section 1114 and the common law;
- (C) enjoining Defendants Outdoors Online, LLC and Jon Janecek from further depiction of the asserted trademarks in connection with knives;
- (D) ordering Defendants Outdoors Online, LLC and Jon Janecek to deliver to Plaintiff
  Microtech Knives, Inc. for destruction all advertisements, materials, and products that include
  the asserted trademarks;
- (E) awarding Plaintiff Microtech Knives, Inc. any profits obtained by Defendants Outdoors Online, LLC and Jon Janecek associated with the acts described herein;
- (F) awarding Plaintiff Microtech Knives, Inc. damages caused by Defendants' acts described herein;

- (G) trebling any damages awarded to Plaintiff Microtech Knives, Inc. pursuant to 15 U.S.C. Section 1117(b);
- awarding Plaintiff Microtech Knives, Inc. statutory damages pursuant to 15 (H) U.S.C. Section 1117(c);
- (I) awarding Plaintiff Microtech Knives, Inc. costs, expenses, and reasonable attorneys' fees as permitted by 15 U.S.C. Section 1117;
  - (J) awarding Plaintiff Microtech Knives, Inc. pre-judgment interest; and
  - (K) granting such other and further relief as is just and proper.

JURY DEMAND: Plaintiff Microtech Knives, Inc. demands a trial by jury on all issues triable to a jury.

Signature Page Follows.

### Respectfully submitted,

s/Adam C. Bach

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-and-

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Attorneys for Plaintiff Microtech Knives, Inc.

March 22, 2023

Greenville, SC

<sup>\*</sup>Pro Hac Vice Application to be filed

<sup>\*</sup>Pro Hac Vice Application to be filed